



AUTRONICA

ANNEXES FOR SUBSCRIPTION SERVICES

Autronica Fire and Security

Valid from 22 December 2020

ANNEX III - Resell Agreement

RESELLER LICENSE AGREEMENT
AND
TERMS AND CONDITIONS

THIS RESELLER LICENSE AGREEMENT AND TERMS AND CONDITIONS (“AGREEMENT”) GOVERNS ACCESS AND USE OF THE SOFTWARE, PORTAL AND REMOTE SERVICES MAINTAINED BY AUTRONICA and its Affiliates (TOGETHER “LICENSOR” or “AUTRONICA”) INCLUDING ALL ACCESS OR USE OF THE PORTAL TO ENABLE END-USERS TO ACCESS REMOTE SERVICES (as defined in this Contract).

THIS AGREEMENT CONTAINS PRODUCT SAFETY WARNINGS, WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY WITH RESPECT TO THE PORTAL AND PRODUCTS, SOFTWARE AND REMOTE SERVICES SOLD BY Autronica RELATED TO THE PORTAL.

BY CLICKING “ACCEPT” OR ACCESSING OR USING THE SOFTWARE, PORTAL OR REMOTE SERVICE, YOU AGREE, ON BEHALF OF THE RESELLER, TO BE BOUND BY THE TERMS OF THIS AGREEMENT INCLUDING ANY APPLICABLE COUNTRY SPECIFIC ADDENDA. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN CLICK “DECLINE” AND DO NOT ACCESS OR USE THE PORTAL.

At the sole initiative of Licensor, the terms and conditions of this Contract may be (on line) updated from time to time. Modifications to this Contract will be notified 30 days before entering into force and the new Contract is deemed to be accepted by you, if not challenged within 30 days from the notice.

1. DEFINITIONS

“Software”

means the LICENSOR owned and licensed web application, third party software programs applications, and/or user interfaces supplied by LICENSOR herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation intended to allow Reseller End Users (as defined in this Contract) to provide Remote Services (as defined in this Contract) to End Users (as defined in this Contract) using their mobile phone, tablet or similar device.

“Portal”

means the website established and maintained by LICENSOR through which a licensed Reseller can register, activate and/or deactivate authorized Products to enable/disable use of Remote Services by End User. The Portal may be removed or changed (including modification of any existing service, removal of any existing service or addition of other services) at any time by LICENSOR in its sole discretion and without notice to Reseller.

- “Remote Services”** means the ability of an End-User who has Products installed, who has agreed to the required terms and conditions of use with the Reseller including payment of all applicable fees, and who has downloaded the Software from an authorized location on their mobile phone, tablet or other similar device to use such device to control certain alarm or other properly authorized and equipped control panels and other devices to the extent such devices are enabled with appropriate software and connectivity compatible with the Software and other services as determined by Licensor. Remote Services may be cancelled or changed (including modification of any existing service, removal of any existing service or addition of other services) at any time by Autronica in its sole discretion and without notice to Reseller or End-User.
- “Products”** means any equipment or products manufactured by Autronica or any third party including, without limitation, security communicators and control panels which are authorized and/or equipped by Autronica to allow usage of Remote Services.
- “End User”** means the individual or entity who, once authorized and registered by a Reseller or Autronica, can access the Portal, Software or Remote Services in connection with using Products.
- “Reseller End Users”** Certain employees or other authorized representatives of Resellers shall access the Portal and/or use the Software in order to provide End Users with access to Remote Services and/or to provide certain services to End Users and/or LICENSOR.

2. LICENSE GRANT.

During the term of this Contract and conditioned upon Reseller’s full compliance with all of its terms and conditions and payment of all applicable fees, LICENSOR grants to Reseller a personal, nonexclusive, sublicensable, revocable license to access and use the Portal and/or use the Software (subject to Reseller’s acceptance of the End User License Contract (“EULA”)) solely in connection with the (i) registration of authorized Products in order to activate Remote Services (ii) billing (iii) configuration of authorized Products to allow use of Remote Services, and (iv) access to registered Products remotely for purposes of configuration, setup and/or servicing duly registered Products only while Reseller remains in compliance with this Contract and in good standing with respect to LICENSOR (which shall be determined in LICENSOR’s sole discretion) .

3. LICENSE LIMITATIONS

The license granted in Section 2 is conditioned upon Reseller’s compliance with the following limitations:

- a) *Reverse Engineering.* Reseller may not decompile, decipher, disassemble, reverse engineer or otherwise attempt to access the Portal or the source code of the Software or circumvent any technical limitations in the Portal or Software that limit or restrict use of the Portal or Software, except as expressly permitted by applicable law notwithstanding this limitation.
- b) *No Distribution, Rental or Transfer.* Reseller may not distribute, rent, lease, lend, transfer, sublicense, disclose or otherwise provide access to the Portal to any third party. Reseller is solely responsible for protecting its password required to access the Portal.
- c) *No Modification or Derivative Works.* Reseller may not modify or create derivative works of the Portal or Software, in whole or in part.
- d) *Proprietary Notices.* Reseller may not remove any proprietary notices or labels on the Portal or Software or any copy thereof.

- e) *Non-Permitted Uses.* Without limiting any of the foregoing, Reseller may not make any use of the Portal or Software in any manner not expressly permitted by this Contract.

4. RESERVATION OF RIGHTS AND OWNERSHIP

- a) LICENSOR, its parent company or its affiliates, own the title, copyright and other intellectual property rights in the Portal and the Software. The Portal and Software are protected by copyright and other intellectual property laws and treaties. Your access to and use of the Portal does not transfer to Reseller or any third party any rights, title, or interest in or to such intellectual property rights. LICENSOR and its affiliates and licensors and suppliers reserve all rights not granted in this Contract. Access to use the Portal and Software is licensed to you, not sold, under this Contract.
- b) All information, files, graphics, images, documentation, communications and any other material (except Feedback, (defined below) that Reseller chooses to submit using the Portal (collectively, "User Submissions") are understood to be submitted voluntarily and will not be considered confidential or proprietary. LICENSOR does not claim ownership of User Submissions. However, by submitting, uploading, posting, or transmitting User Submissions and/or personally identifiable information on areas of the Portal, you/Reseller grant to LICENSOR a worldwide, royalty-free, non-exclusive, sublicensable license to use, distribute, reproduce, modify, adapt, create derivative works of, publish, translate, publicly perform and publicly display those User Submissions in accordance with this Contract. You/Reseller are solely responsible for all User Submissions uploaded, downloaded, posted, emailed, transmitted, stored or otherwise made available through the Portal. LICENSOR reserves the right to determine whether any User Submission is appropriate and in compliance with this Contract, and may pre-screen, monitor, filter, restrict, block, move, refuse, modify or remove User Submissions at any time in its sole discretion, without prior notice. LICENSOR does not guarantee the security or availability of any User Submissions or other information transmitted or stored through the Portal.
- c) Reseller may choose to, or LICENSOR may invite Reseller to, submit comments, suggestions, or ideas about the Software, including how to improve the Portal, Software, Products or Remote Services ("Feedback"). By submitting any Feedback, Reseller agrees that its submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place LICENSOR under any fiduciary or other obligation. Reseller irrevocably assigns to LICENSOR all right, title and interest throughout the world in the Feedback without the right to any compensation or royalties from LICENSOR and, to the extent allowed by applicable law, Reseller waives all moral rights Reseller/you may have in the Feedback. LICENSOR may use, copy, modify, publish, or redistribute the submission and its contents, including any Feedback, for any purpose. Reseller also agrees that LICENSOR does not waive any rights to use similar or related ideas previously known to LICENSOR, developed by its employees, or obtained from other sources.
- d) LICENSOR may use (or share with third parties subject to their agreement to reasonable confidentiality terms) Reseller and End User information received in connection with Reseller's registration for and use of the Portal only to the extent required to administer, deliver, repair or improve the Portal, Software, Products and/or Remote Services which may include billing, collection or analytic services. Except as described in this Contract, LICENSOR will not use or share with third parties Reseller or End User's information received in connection with Reseller's registration for and use of the Portal. LICENSOR may provide information about Reseller or End-Users, including personally identifiable information, to a third party if required by law, or in the good-faith belief that such action is necessary to comply with state and/or federal laws or respond to a court order, subpoena, or search warrant.

- e) Autronica reserves the right to transfer any information Autronica has about you in the event Autronica sells or transfers all or a portion of its business or assets.

5. ADDITIONAL SOFTWARE OR SERVICES

This Contract applies to any updates, supplements, and add-on components of the Portal, Software (if any), Products or Remote Services that Licensor may, in its sole discretion, provide or make available to Reseller or End-Users("Update"). If Licensor provides additional terms along with an Update, those terms will apply to the Update.

6. BREACH, TERMINATION, AND RETURN OF MATERIALS

This Contract will automatically terminate upon Reseller's breach of any of the terms and conditions of this Contract. In the event of termination, Reseller must immediately cease accessing the Portal, and the following Sections of this Contract will survive: Sections 3 to 16. Reseller's breach of any of the terms and conditions of this Contract will also be deemed a breach of any other agreement between Reseller and Autronica.

7. FEES

In exchange for granting Reseller a limited revocable license to provide access to Remote Services for End Users and to access the Portal and Software to assist Reseller in the administration of Remote Services including, without limitation, activation/deactivation, service, and monthly billing, Autronica may charge Reseller a fee. The amount of any applicable fee, the payment terms and/or payment schedule (monthly, quarterly, etc.) may be modified by Autronica at any time. Autronica shall endeavor to provide at least thirty (30) days prior notice of any change in the Fee or modification of the payment terms or schedule.

8. SUPPORT

Reseller shall be obligated to retain at least one employee at all times who has satisfactorily completed all training required by Autronica regarding Remote Services or Products and such individual shall be responsible for providing Level 1 and 2 support to End-Users.

9. DISCLAIMER OF WARRANTIES.

- a) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE PORTAL AND/OR RELATED SOFTWARE IS PROVIDED AS IS AND WITH ALL FAULTS. LICENSOR AND ITS PARENT, AFFILIATES AND SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, LACK OF VIRUSES OR BUGS, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS WITH REGARD TO THE SOFTWARE OR THE PORTAL. LICENSOR AND ITS PARENT, AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED. LICENSOR FURTHER DISCLAIMS ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR SIMILAR LAW AS ENACTED BY ANY STATE. THE ENTIRE RISK ARISING OUT OF THE SOFTWARE REMAINS WITH RESELLER AND END USERS.**
- b) AUTRONICA DOES NOT MAKE ANY CLAIMS OR WARRANTIES TO YOU OF ANY KIND REGARDING ANY SOFTWARE, REMOTE SERVICES OR PRODUCT'S POTENTIAL, ABILITY, OR EFFECTIVENESS TO DETECT, MINIMIZE, OR IN ANYWAY PREVENT DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS OF ANY KIND WHATSOEVER.

- c) **AUTRONICA DOES NOT REPRESENT TO YOU THAT THE PORTAL, SOFTWARE, PRODUCT OR REMOTE SERVICES MAY NOT BE HACKED, COMPROMISED AND/OR CIRCUMVENTED, OR WILL PREVENT ANY FIRE, OR OTHERWISE, OR THAT THE PRODUCT WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION. YOU UNDERSTAND THAT A PROPERLY INSTALLED AND MAINTAINED ALARM/SECURITY SYSTEM MAY ONLY REDUCE THE RISK OF EVENTS SUCH AS FIRE, OR SIMILAR EVENTS WITHOUT WARNING, BUT IT IS NOT INSURANCE OR A GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR OR THAT THERE WILL BE NO DEATH, PERSONAL INJURY, AND/OR PROPERTY DAMAGE AS A RESULT. AUTRONICA SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS OF ANY KIND WHATSOEVER TO YOU OR OTHERS, WHETHER DIRECTLY, INDIRECTLY, INCIDENTALLY, CONSEQUENTIALLY, OR OTHERWISE, CAUSED BY THE OPERATION, NONOPERATION, FUNCTIONING, MALFUNCTIONING, OR MISUSE OF THE PORTAL, SOFTWARE, PRODUCT, OR REMOTE SERVICES.**
- d) AUTRONICA DOES NOT WARRANT TO YOU THAT ITS PRODUCTS WILL WORK PROPERLY IN ALL ENVIRONMENTS AND APPLICATIONS AND DOES NOT WARRANT ANY PRODUCTS AGAINST HARMFUL ELECTROMAGNETIC INTERFERENCE INDUCTION OR RADIATION (EMI, RFI, ETC.) EMITTED FROM EXTERNAL SOURCES
- e) THE ABILITY OF REMOTE SERVICES TO WORK PROPERLY DEPENDS ON A NUMBER OF PRODUCTS AND SERVICES MADE AVAILABLE BY THIRD PARTIES OVER WHICH Autronica HAS NO CONTROL INCLUDING, BUT NOT LIMITED TO, INTERNET, CELLULAR AND LANDLINE CONNECTIVITY; MOBILE DEVICE AND RELATED OPERATING SYSTEM COMPATIBILITY; MONITORING SERVICES; PROPER INSTALLATION AND MAINTENANCE OF AUTHORIZED HARDWARE (INCLUDING ALARM (OR OTHER) CONTROL PANEL AND SENSORS) AND SOFTWARE. Autronica SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ACTIONS OR OMISSIONS OF RESELLER OR OTHER THIRD PARTIES PROVIDING SUCH PRODUCTS AND/OR SERVICES.

10. PRODUCT WARNINGS

ANY PRODUCT, SOFTWARE, OR REMOTE SERVICES MANUFACTURED, SOLD OR LICENSED BY AUTRONICA MAY STILL BE HACKED, COMPROMISED AND/OR OTHERWISE CIRCUMVENTED AND AUTRONICA MAKES NO REPRESENTATION, WARRANTY, COVENANT OR PROMISE THAT ITS PRODUCTS, SOFTWARE OR REMOTE SERVICES WILL NOT BE HACKED, COMPROMISED AND/OR OTHERWISE CIRCUMVENTED.

AUTRONICA ENCRYPTS COMMUNICATIONS ONLY BETWEEN THE ALARM/CONTROL PANEL AND THE CENTRAL MONITORING STATION TO EXTENT AN END USER OBTAINS MONITORING SERVICES FROM RESELLER OR A THIRD PARTY. AUTRONICA DOES NOT ENCRYPT COMMUNICATIONS BETWEEN ITS ALARM/CONTROL PANELS AND THEIR WIRELESS OUTPUTS/INPUTS INCLUDING, BUT NOT LIMITED TO, SENSORS OR DETECTORS UNLESS REQUIRED BY APPLICABLE LAW. AS A RESULT THESE COMMUNICATIONS MAY BE INTERCEPTED AND COULD BE USED TO CIRCUMVENT AN END USER'S ALARM/SECURITY SYSTEM.

11. INDEMNITY

Reseller agrees to defend, indemnify and hold harmless Autronica and its suppliers and their respective officers, directors and employees from all claims and expenses (including attorney's fees and costs) arising out of or in connection with your use of the Portal or any breach of this Contract, or your violation of any laws or regulations or the rights of any third party.

12. EXCLUSIONS OF CERTAIN DAMAGES; LIMITATIONS OF LIABILITY

IN NO EVENT WILL LICENSOR OR ITS PARENT, AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO COMPUTER SYSTEMS OR OTHER SYSTEMS, LOSS OF DATA, GOODWILL,

USE, OR OTHER LOSSES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PORTAL, THE SOFTWARE, PRODUCTS, REMOTE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE BASIS OF THE CLAIM AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES OR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. LICENSOR AND ITS PARENT, AFFILIATES AND SUPPLIERS BEAR NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE OR ATTEMPTED USE OF THE PORTAL OR SOFTWARE.

LICENSOR'S AND ITS PARENT'S, AFFILIATES' AND SUPPLIERS' ENTIRE LIABILITY UNDER THIS AGREEMENT AND RESELLER'S EXCLUSIVE REMEDY WILL BE LIMITED TO THE ACTUAL DAMAGES RESELLER INCURS IN REASONABLE RELIANCE ON THE PORTAL UP TO THE GREATER OF \$500 OR THE AMOUNT RESELLER PAID FOR ACCESS TO THE PORTAL. NO ACTION, REGARDLESS OF FORM RELATING TO THE SOFTWARE MAY BE BROUGHT BY RESELLER MORE THAN ONE YEAR AFTER RESELLER HAS KNOWLEDGE OF THE OCCURRENCE WHICH GIVES RISE TO THE CAUSE OF ACTION.

13. PRODUCT SAFETY PROGRAMS

In the event Autronica issues a safety related communication or announces a product replacement program, remediation, recall or similar type of action, Reseller will use its best efforts to cause such program or action to be carried out with respect to all Products sold and/or serviced by Reseller and to cause the program's intended result to be accomplished as rapidly and completely as practicable. Reseller's "best efforts" shall include, but shall not be limited to, conducting all inspections, firmware upgrades and/or replacements requested by Autronica in writing and completing all documentation confirming such actions have been completed and/or explaining why completion is not possible. Any additional compensation for implementing such program or action, if any, shall be determined by Autronica in its sole discretion.

Reseller shall provide Autronica with copies of all product liability claims and complaint letters relating to Products within three (3) business days of receipt. Autronica agrees to promptly notify Reseller of any laws, regulations, decrees, orders or judgments of courts, tribunals, or government agencies, of which Autronica is aware, that require any of the Products sold or distributed by Reseller to be recalled ("Mandated Recall"). If the Products are subject to a Mandated Recall, Reseller shall be responsible for properly implementing the Mandated Recall. The party causing the problem resulting in a Mandated Recall shall bear the expense related thereto. If both parties contributed to the problem resulting in a Mandated Recall, the expenses thereof shall be split in proportion to each party's relative responsibility. The party liable for the cost of a Mandated Recall shall retain all Products so recalled. To the extent that the costs of a Mandated Recall are shared, each party shall be entitled to its pro-rata share of such recalled Products.

14. TERMINATION

Autronica reserves the right to terminate the license granted herein and discontinue the provision of any Remote Services to Reseller and/or End Users at any time. Autronica may modify the Portal, the Software and/or Remote Services provided at any time without notice. Autronica shall endeavor to provide Reseller with at least ninety (90) days prior notice of any discontinuation of the Portal, the Software or Remote Services. You acknowledge that any notice may be provided electronically via the Portal.

15. U.S. GOVERNMENT LICENSE RIGHTS

Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described in this Contract. Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

16. COMPLIANCE WITH LAW; EXPORT RESTRICTIONS

Reseller will comply with all applicable international and national laws, rules and regulations that apply to the Software and Reseller's use of the Portal, Software and Remote Services, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. or other governments. Reseller acknowledges that the Portal and Software is of U.S. origin and subject to U.S. export jurisdiction.

17. GOVERNING LAW AND JURISDICTION

This Contract will be construed and controlled by the laws of Norway, without giving effect to its conflict of law provisions. Each party consents to exclusive jurisdiction and venue in the state and federal courts in Trondheim, Norway for any and all disputes, claims and actions arising from or in connection with the Portal or Software. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract. Any claim you might have against Licensor must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred.

18. TRADEMARKS

All trademarks contained in the Software, Remote Services or Products are trademarks or registered trademarks of LICENSOR in Norway, the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This Contract does not authorize you to use LICENSOR's or its licensors' names or any of their respective trademarks.

19. INDEPENDENT CONTRACTOR

The relationship between Reseller and Autronica is intended to be that of independent contractors. Reseller and its employees, agents, and representatives shall under no circumstances be considered to be employees, agents, or representatives of Autronica, and the Reseller shall have no right and shall not attempt to enter into contracts or commitments in the name or on behalf of Autronica or to bind Autronica in any respect whatsoever. This Contract is not intended to be construed as a "franchise" agreement under any law, whether State or Federal, whether now or in the future enacted. If any court or governmental agency reaches a judgment, finding, or other decision to the contrary, Autronica may immediately terminate this Contract upon written notice to Reseller

20. GENERAL

The section titles in this Contract are used solely for the parties' convenience and have no legal or contractual significance. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." LICENSOR's failure to act with respect to a breach by Reseller or others does not waive its right to act with respect to subsequent or similar breaches. No waiver of any provision of this Contract will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant or restriction of this Contract to be illegal, invalid or unenforceable, in whole or in part, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. Reseller may not assign, transfer or sublicense this Contract or Reseller's rights (if any) under this Contract. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder shall be void. This Contract will be binding upon all permitted successors and assigns. This Contract constitutes the entire agreement between Reseller and LICENSOR with respect to the Portal and merges all prior and contemporaneous communications and proposals, whether electronic, oral or written, between Reseller and LICENSOR with respect to the Portal.